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COMPANY END USER LICENSE MASTER
AGREEMENT

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This COMPANY Inc internet service agreement for software license and services ("**COMPANY End User License Master Agreement**") is made as of the Effective Date between COMPANY, Inc., a LOCATION corporation located at ADDRESS ("COMPANY"), and the party/signatory to the attached Purchase Order ("**Customer").** For good and valuable consideration, the parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS.

1.1 "Customer" means the persons, entity or agents and authorized representatives accepting this agreement.

2. OWNERSHIP.

All Content including any and all intellectual property rights in the Content are owned by COMPANY, and Customer shall make no claim of ownership to any content, including subsequent versions or enhancements to Content made at Customer's request that are implemented by COMPANY or its licensors. This Agreement does not constitute a Copyright license. COMPANY warrants that is the lawful owner or licensee of all Content made accessible to Customer under this Agreement.

3. CONTENT CONTROL.

3.1 - Lawful Purpose. Customer will only use COMPANY's Product & services for lawful purposes.

3.2 - The purpose of this software to remove sensitive data permanently from user device as per user preference. The device shall include Windows Desktop, Laptop, Tablet, Server and Android Smartphone and Tablets. It is user choice to go with the software so as to remove the data securely from the device. This way user can protect the data from any exposure. COMPANY overwrite data with built in secure algorithm to remove data sensitivity from user data and securely remove from the disk. In case user do not have permission to remove data COMPANY will not be able to remove such data. COMPANY do not store user data that is getting COMPANY, it only store user registration to verify subscription validity and license key generation. COMPANY provides remote COMPANY facility provided the device is traceable and COMPANY software is not being tampered. COMPANY assumes absolutely no responsibility of data loss from user device.

3.3 - This SOFTWARE PRODUCT is protected by Copyright & Patent laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed to use and not sold.

3.4 - COMPANY is Patented Product with US approved Patent. All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by COMPANY Inc. The SOFTWARE PRODUCT is

protected

by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material except that you may install the SOFTWARE PRODUCT on a single computer.

4. PAYMENTS.

4.1 – Licensing/Service Fees. License fees are due at the time of signing the agreement.

4.2 – Support and Maintenance Payment. Support and Maintenance is included as part of licensing fee during subscription validity period.

4.3 – Overdue Payments. Overdue payments of License Fee required by this Agreement shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowable interest under applicable law, from the due date until paid, and Customer shall pay COMPANY's costs of collection, including COMPANY's reasonable attorneys' fees and court costs. COMPANY will suspend any services, support or consulting services otherwise required to be provided to Customer under this Agreement after 2 months of non-payment until all delinquent payments, including interest and costs of collection, have been paid by Customer.

4.4 - Returned Checks and Declined Credit Cards may incur a fee.

4.5 - Account Updates. It is the responsibility of the Customer to maintain accurate billing information with COMPANY. This may include updated credit card information, email address and mailing address.

5. TERM AND TERMINATION.

5.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue through the Subscription Validity. The term can be renewed in advance, before expiry of subscription validity.

5.2 Termination. Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

5.3 Effect of Termination. In the event of any termination of this Agreement for any reason, all rights granted to Customer hereunder shall terminate, and Customer shall immediately discontinue all use of the Application, unless the parties mutually agree to an alternate date that Customer will discontinue use. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Customer's use of the Application, immediately return or destroy, as requested by COMPANY at its sole discretion, all other Confidential Information in Customer's possession. Customer agrees to certify Customer's compliance with the foregoing requirements upon COMPANY's request. Subject to Section 5.2, 5.4 and 5.5, upon the termination by either party of this Agreement, neither party shall have any charge, obligation or liability to the other whatsoever, except that Customer shall be obligated to pay the fees due for balance of the applicable term. Except as otherwise expressly provided in this Agreement, the Agreement remains in full force and effect and all other terms and

conditions, including all disclaimers of warranties and limitations of remedies, also apply to any other services provided pursuant to this Agreement. Customer acknowledges and agrees that any penalties or fees payable by COMPANY to any third party as a result of any breach or unauthorized termination by Customer of the Agreement will be the sole responsibility of Customer.

5.4 Early Termination. Not Applicable

5.5 Terminated Services. Other than in force majeure, Customer shall remain obligated to pay all fees for the Terminated Services that would have been payable hereunder and under the Terminated Service Order(s) for the remainder of the applicable Term as if such termination had not occurred.

5.6 Survival. The parties' rights and obligations under Sections 2, 6, 7, and 8 of this Agreement shall survive termination or expiration of this Agreement.

6. DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY, AND ITS OWNERS, EMPLOYEES, AFFILIATES, AGENTS, VENDORS, AND THE LIKE, MAKE NO WARRANTY IN CONNECTION WITH COMPANY HARDWARE OR SERVICES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, NON-INGRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY.

COMPANY, ITS OWNERS, EMPLOYEES, AFFILIATES, AGENTS, VENDORS, AND THE LIKE SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS, LOST DATA OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE COMPANY HARDWARE OR SERVICES. CUSTOMER AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE RETURN OR REDUCTION OF FEES PAYABLE TO COMPANY DURING THE PERIOD OF NON-USE OR INABILITY TO USE COMPANY HARDWARE OR SERVICES AND NOT IN EXCESS OF THE RETURN OR REDUCTION OF FEES OVER A PAID IN THE LAST 60 DAYS.

8. LIMITED WARRANTIES.

8.1 Limited Application Warranty. COMPANY warrants, for Customer's benefit alone, that for the subscription period, (a) the Application, when used in accordance with any supplied documentation or the training provided by COMPANY and this Agreement, will operate substantially as described in the documentation and training, and (b) the documentation and training shall be accurate and up-to-date in all material respects and reasonably complete so as to enable reasonably competent staff to operate the Application and carry out required systems administration.

8.2 Exclusive Remedies.

(a)   Customer shall notify COMPANY within 10 days in writing of any failure of the Application to perform in accordance with the warranties specified in Section 8.1 (a "Warranty Notice").

(b)   If at any time during the warranty period specified in Section 8.1, Customer submits a Warranty Notice, Customer's exclusive remedy and COMPANY's entire liability will be (i) the correction of errors

that cause breach of the warranty, or (ii) if COMPANY is unable to correct the errors within a commercially reasonable time, direct damages not to exceed that the Subscription fees actually paid by Customer within the preceding two month period up to the date of the Warranty Notice. Under no circumstances will entire license fees be refunded.

8.3 Voiding of Warranties. The limited warranty contained in Section 8 shall be void as to Application or any component thereof damaged or rendered unserviceable by (a) the acts or omissions of Customer, its employees, or agents; (b) misuse, moving, relocation, theft, vandalism, fire, water, or other peril; (c) alterations or additions not authorized by COMPANY in writing; (d) the use of the Application in combination with equipment or software not furnished by COMPANY or approved by COMPANY in writing; or (e) Customer's failure to observe the operating, security, and data-control procedures set forth in the Application documentation.

8.4 COMPANY expressly disclaims any warranty for the SOFTWARE PRODUCT. The SOFTWARE PRODUCT and any related documentation is provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose, or non-infringement. The entire risk arising out of use or performance of the SOFTWARE PRODUCT remains with Customer. NO LIABILITY FOR DAMAGES. In no event shall COMPANY or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this COMPANY product, even if COMPANY has been advised of the possibility of such damages.

9. CONFIDENTIALITY.

9.1 Customer Confidentiality Obligations. "Confidential information" shall include all COMPANY documentation, materials, disclosures, data, and reports, whether conveyed in writing or orally; but shall not include information which: 1) is already in Customer's knowledge or possession at the time of disclosure, and proof thereof is made promptly to the other; 2) is part of the public knowledge or domain at the time of disclosure; or 3) is subsequently received from a third party, independently, and without binder of secrecy; or subsequently becomes part of the public knowledge or domain, through no act or fault of Customer. Customer acknowledges that the Confidential Information of COMPANY is considered by COMPANY to be proprietary and confidential and to contain valuable trade secrets. Customer shall hold the Confidential Information of COMPANY in confidence and protect the same with at least the same degree of care, but no less than reasonable care, with which it protects its own most sensitive confidential information. Customer shall use the Confidential Information of COMPANY solely in connection with the use and enjoyment of the Application under this Agreement, and shall restrict disclosure of and access to the Confidential Information of COMPANY to such of Customer's employees who require access to such Confidential Information in connection with this Agreement. Customer shall require its employees to comply with the obligations of confidentiality set forth herein and shall be liable for any employee's failure to so comply. Notwithstanding anything in this Agreement to the contrary, the Customer may release such Confidential Information as required by law or regulation.

9.2 COMPANY Confidentiality Obligations. Any contact information, content or materials uploaded by Customer to the Application shall be made available only to employees or agents of COMPANY, except

that COMPANY may reference Customer's name in its advertising and marketing materials. COMPANY agrees to exercise a reasonable degree of care in maintaining the confidentiality of any Confidential Information. COMPANY may compile, analyze and publish periodic summary reports based on Customer's usage data and statistics for any purpose, though said reports will not identify any of Customer's clients without Customer's permission.

9.3 Equitable Relief. Not Applicable

10. **TRAVEL EXPENSES.** Not Applicable

11. DELIVERY; USE.

11.1 Description of Application. The application is a server- or web-based application for providing technological assistance in removing data securely (hereinafter referred to as "the Software"); (collectively, the "Application").

11.2 Use of Application. COMPANY grants to Customer, and Customer accepts, a non-exclusive, non-transferable, non-assignable, limited-purpose right to use the Application solely for Customer's internal use for the purposes set forth. Customer may use and execute the Application by accessing it through client software on workstations owned and operated by Customer at any facility of Customer, its employees, or other licensed users, by authorized access from COMPANY's web server(s). COMPANY reserves all other rights in and to the Application except for those expressly granted to Customer herein.

11.3 Restrictions on Use. Any use of the Application not expressly permitted by this Agreement is prohibited. In particular, and without limitation of the foregoing, Customer shall not reverse assemble, reverse compile, or otherwise reverse engineer or attempt to derive the source code of the Application; modify, enhance or create derivative works of the Application without COMPANY's prior written consent; or engage in sub-licensing, multiple-user licenses, application service provider services, rental arrangements or time-sharing arrangements with respect to the Application.

Embedded Application. If the use of the Application requires use of a software application or tool owned or distributed by a third party (a "Third Party Licensor"), which is embedded in or included with the Application, together with any modifications, corrections and accompanying documentation for such application or tool ("Embedded Software"), Customer's use of such Embedded Software shall be governed by the pass-through terms required by third party licensors of Embedded Software.

11.4 COMPANY Proprietary Rights. COMPANY and its Third Party Licensors, if any, retain(s) all right, title and interest in and to the Application. This Agreement grants no license, right or interest in or to any copyright, patent, trade secret, trademark, invention or other intellectual property right of COMPANY other than the express right to use as set forth in Section 11.2 & 11.3. Customer may not sublicense, assign, lease, market, transfer, encumber or suffer to exist any lien or security interest on the Application, nor may Customer take any action that would cause the Application to be placed in the public domain. If Customer suggests new features or functionality that COMPANY, at its sole discretion, adopts for the Application, such new features or functionality will be the sole and exclusive property of COMPANY. Customer may not remove, or allow (through act or omission) to be removed, any copyright,

trade secret or other attribution or proprietary rights notice from the Application, including any references to COMPANY, on any web pages or links to COMPANY's website.

12. INSTALLATION OF APPLICATION.

12.1 Installation by COMPANY. The Application will be installed by COMPANY on a Workstation or a server operated and maintained by Customer on the premises of Customer or its third-party data center.

13. HOSTING AND MAINTENANCE.

COMPANY will host, operate, and maintain the COMPANY application executable and website, in accordance with this Master Agreement, on the server at COMPANY or a third party data hosting center at COMPANY's chosen location.

14. MAINTENANCE AND SUPPORT.

COMPANY will provide limited support and maintenance of the Application, at no additional cost to Customer, to the extent necessary to fulfill its obligation under Section 8, LIMITED WARRANTIES.

15. GENERAL PROVISIONS.

15.1 Construction. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the extent possible. The conjunction "or" shall be understood in its inclusive sense (and/or). The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

15.2 Governing Law; Remedies. This Agreement is governed by and construed in accordance with the Federal laws of the United States, without giving effect to its principles or rules of conflicts of laws. Customer submits to the nonexclusive jurisdiction, for the resolution of disputes arising under this Agreement, of the state and federal courts sitting within the STATE. Except as otherwise provided in this Agreement, the rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by applicable law.

15.3 Notices. All notices and any communications provided for herein shall be in writing addressed as set forth on the signature page of the Purchase Order and shall be deemed validly given or served (a) upon personal delivery, (b) one day after being sent by facsimile with telephone confirmation of receipt, or (c) one day after being sent by a recognized express courier service that maintains records of receipt.

15.4 Independent Contractors. The status of the parties under this Agreement is that of independent contractors. Neither party may waive any right, or assume or create any contract or obligation of any kind in the name of, nor on behalf of, the other or to make any statement that it has the authority to do so. Nothing in this Agreement may be construed as establishing a partnership, joint venture, agency, employment or other similar relationship between the parties hereto.

15.5 Publicity. COMPANY and its affiliated companies shall have the right to:

a) Disclose to any person or entity the existence of this Agreement, relationship of Customer, or scope or results of the services performed for Customer under this Agreement.

b)   Use Customer's name and/or logo for marketing and/or promotional purposes.

Customer shall not release or publish any news release, advertising or other public announcement relating to this Agreement or to the transactions contemplated herein without the prior review and written approval of COMPANY, and all such Press Releases. Notwithstanding the foregoing, Customer may make such disclosures as are required by legal, accounting or regulatory requirements after making reasonable efforts to consult in advance with COMPANY. Notwithstanding anything in this Agreement to the contrary, all publicity is subject to the restrictions contained in GSAR 552.203-71.

15.6 Assignment and Binding Effect. This Agreement will be binding upon the parties hereto and their respective successors and permitted assigns. Customer may not assign or otherwise transfer this Agreement without the prior written consent of COMPANY and any attempt to so assign or transfer this Agreement without such consent will be void and of no effect. Assignment is subject to FAR 52.232-23 "Assignment of Claims" (Jan 1986) and FAR subpart 42.12 "Novation and Change-of-Name Agreements" (Sep 2013).

15.7 Excusable Delays. If the performance of this Agreement or of any obligation hereunder, except for the payment of any amounts due hereunder, is prevented, restricted or interfered with by reason of any cause beyond the reasonable control of the affected party, such party, upon prompt written notice to the other party, will be excused from such performance to the extent of the aforementioned prevention, restriction or interference, provided, however, that the party so affected shall use its commercially reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

15.8 Third Party Rights. Except as expressly set forth herein, nothing in this Agreement may be construed as giving any person or entity, other than the parties hereto and their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

15.9 Counterparts; Amendments; Entire Agreement, etc. This Agreement and any amendments hereto may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement and any of its provisions may be changed, modified, waived, amended or supplemented only by a written instrument signed by an authorized officer of each party. Any supplemental or additional terms contained in a separate document shall not amend this Agreement unless such separate document expressly references this Agreement and is signed by an authorized officer of each party. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communications and prior writings with respect thereto.

COMPANY End User License Master Agreement

<Customer Name>   By: <Customer Representative>

<Signature >	<Title >	<MM /DD /YY>
Signed	Title	Date

COMPANY Inc   By: <COMPANY Inc Representative>

<Signature >	<Title >	<MM /DD /YY>
Signed	Title	Date

Please note: After signing, please return a signed fax/email copy to the customer.